

Boulder Pointe Equestrian and Event Center, LLC  
\_\_full/half\_\_(circle one)\_ TIME HORSE LEASE AGREEMENT

1. PARTIES.

This Half Time Horse Lease Agreement is made and entered into as of this \_\_\_\_\_(Day, Month, Year) by and between

Name: Andrea Keacher

Address: 6612 189<sup>th</sup> Ln NW Anoka, MN 55303 ("Lessor"),  
and

Name: \_\_\_\_\_

Address: \_\_\_\_\_, ("Lessee").

2. HORSE.

Lessor leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all of the conditions set forth herein, the full-time or half-time use of that certain Horse more fully described as follows:

Name: \_\_\_\_\_ : Age: \_\_\_\_\_ ; Sex: \_\_\_\_\_

Color: \_\_\_\_\_ ; Breed: \_\_\_\_\_

("Horse")

3. TERM.

3.1. Term. The "Term" of this Lease shall commence on : \_\_\_\_\_

("Commencement Date") and terminate on: \_\_\_\_\_ ("Termination Date")

unless sooner terminated pursuant to any provision hereof.

3.2. Obligations and Rights Upon Lease Termination. Lessee expressly covenants

and agrees that upon termination or cancellation of this Lease, Lessee shall have no further rights in or to the Horse.

4. RENT.

4.1. Rent. Lessee shall pay to Lessor as rent for the use of the Horse during the Term the total sum of \$ \_\_\_\_\_ dollars a month in advance, on or before the 5<sup>th</sup> day of each month of the Term. The first monthly rental shall be due on \_\_\_\_\_ (day, month year) and a like payment shall be due on the \_\_1st\_\_ day of each successive month thereafter. Rent shall be payable without notice or demand and without deduction, offset, or abatement, to Lessor at the address stated herein or to such other person or at such other place as Lessor may designate from time to time.

4.2. Late Fees. Lessor shall charge Lessee and Lessee shall pay a late fee of \$ \_\_25\_\_ if the monthly rental is not paid by the 5th day after its due date and \$ \_\_25\_\_ for each day the rental payment remains unpaid thereafter.

6. USE.

6.1. Days of Use. Lessee shall be able to use the Horse on the following days and times during the term of this lease \_\_\_\_\_.

6.2 Type of Use. Lessee covenants that during the term of this Lease, the Horse shall be used for the sole purpose(s) of: (check all that apply) \_\_showing\_\_ trail riding  
\_\_Pleasure riding\_\_ training \_\_other\_\_ \_\_\_\_\_.

Lessee further represents that the only persons who may use the Horse during the Lease Term are \_\_\_\_\_.

Lessee shall not use the Horse for any other purpose except as set forth herein unless agreed to in writing by Lessor. Lessee also understands that rider of \_\_\_\_\_ (horse's name) is not permitted to jump without being in a lesson or by direct supervision and permission by Andrea Keacher, if under the age of 18.

6.3 Trainers. During the term of this Lease, Lessee shall only use the following trainer(s) Andrea Keacher, Hallie Torrece, Josie Bergmann

6.4. Compliance with Law. Lessee, at Lessee's expense, shall at all times the Horse is in Lessee's possession, comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the Term regulating the use, care or boarding of the Horse.

## **7. CARE AND MAINTENANCE.**

### **7.1. Lessee's Obligations.**

Provide reasonable care for the Horse while using the horse, including but not limited to a safe, clean environment, saddle pad, girth and bridle, half routine veterinary care, half hoof care, and through grooming. Lessee is expected to notify Andrea Keacher IMMEDIATELY with any concerns/issues on horse and/or horse's tack etc. If there are any discretions regarding horse/tack, Lessee should wait to ride horse until these are clarified/dealt with by Andrea Keacher for the safety of the horse and rider. Lessee is expected to treat horse as his/her own and not put the horse in any unnecessary danger. This includes but is not limited to:

- Leaving horse unattended in cross ties
- Leaving horses tack on horse in saddle unattended
- Hooking cross ties up to horses bridle/bit
- Leaving horse with halter around neck (except when directly putting on bridle)
- Using dirty, sweating, unkempt tack (ie.girth, bridle/bit, saddle, saddle pad, boots) on horse.
- Lessee is expected to keep these items clean at all times, not doing so get result in sores/rubs and pain on horse's back, belly, head and mouth.
- Free lunging horse in outdoor or indoor arena, or pastures.
- Lunging horse with side reins/ lounge line not properly prepared/maintained (ex. Letting lounge line drag on ground, get tied up in horse's legs, not hooking up lounge equipment properly
- Not putting polos/boots on horse's legs properly
- Not allowing the horse to have breaks to drink water if having horse out for more than one hour from water source
- Not feeding horse appropriate grain/amt and or hay/amt
- Letting bit hit horse's teeth
- Not picking horse's feet out before or after ride
- Riding/working horse if horse is exhibiting any signs or symptoms of pain/discomfort, cuts/sores, bumps, or anything unknown on horse that has not been clarified by Andrea Keacher first
- Leaving horse's halter on outside in pasture
- Not taking off horse's blanket immediately upon entering heated barn (taking it off will prevent horse from getting too hot)
- Not taking off fly sheet/mask immediately upon entering barn to prevent overheating
- Not giving horse proper warm up/cool down (10 to 15 min walk warm up and 10-15 minute cool down when riding)
- Not putting horse's correct blanket when bringing horse outside

### **7.2. Lessor's Rights. If Lessee fails to perform Lessee's obligations under paragraph**

7.1, Lessor shall have the right, at its option, to declare a breach of the Lease Agreement and re-take possession of the Horse or Lessor may discharge Lessee's obligations to pay veterinary, feed or boarding expense and the cost thereof shall become due and payable to Lessor as additional rent, to be paid with Lessee's next rent installment.

## **8. LESSEE'S REPRESENTATIONS AND WARRANTIES.**

8.1 Lessee represents and warrants to Lessor the following: 1) Lessee is not a minor or incompetent person and is authorized and empowered to enter into this agreement; if son/daughter of lessee is a minor (under 18) Lessee agrees to never allow minor (under 18) alone in barn/by horse/ riding horse without permission of Andrea Keacher first. 2) Lessee will not allow or cause any lien, charge or other encumbrance to be asserted against the Horse or Lessor's ownership thereof; 3) Lessee has the ability, knowledge and skill necessary to care for and maintain the Horse in good physical condition; 4) Lessee shall maintain safe care for the Horse in a proper manner consistent with accepted equine practices and 5) Lessee shall not sell, transfer or relocate the Horse without the express written consent of Lessor.

## **9. LESSOR'S REPRESENTATION AND WARRANTIES.**

9.1. Lessor represents and warrants to Lessor the following: 1) Lessor is the owner of the Horse; 2) Lessor is authorized and empowered to enter into this agreement

9.2 If son/daughter of Lessee requires to be a part of the "Leasing with Assistance" program, Lessor will provide an able person, in substitute of Lessee, to help \_\_\_\_\_ (son/daughter) with tasks they are unable to perform, as well as provide supervision while rider is on the horse. This will come with a \$25/day fee. If days in which assistance is needed are known please provide

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## **10. ASSIGNMENT AND SUBLETTING.**

10.1. Lessor's Consent Required. Lessee shall not voluntarily or by operation of law assign, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in the Horse or this Lease without Lessor's prior written consent. Any attempted assignment, subletting, transfer or encumbrance without Lessor's consent is void and shall constitute a breach of the Lease. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

10.2. No Release of Lessee. Regardless of Lessor's consent, no subletting or assignment shall release Lessee of its obligation to pay rent and to perform all of Lessee's other obligations hereunder for the Term. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof.

11.1 Indemnity. Lessee shall indemnify and hold Lessor harmless from any and all claims, demands, liability, damages, judgments or actions arising from Lessee's use or

possession of the Horse, including any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action brought thereon.

11.2 Assumption of the Risk. Lessee understand that engaging in equine activities is an inherently-dangerous activity, and that, by so doing, Lessee is exposed to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience Lessee has, and no matter what the situation. Lessee agrees and understands that Lessor cannot control the Horse and that Lessee shall release and hold harmless Lessor from any injury arising out of or related to equine activities. Lessee assumes all risk of damage to property or injury to persons as a result of Lessee's use of the Horse and Lessee waives all claims in respect thereof against Lessor, even if damage or injury arises out of the act or omission of Lessor.

## 12. DEFAULTS; REMEDIES.

12.1. Defaults. The occurrence of any of the following events constitutes a default and breach of this Lease by Lessee: 1) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where the failure continues for a period of five (5) days after notice thereof from Lessor to Lessee; 2) the failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease which Lessee is required to observe or perform.

12.2. Remedies upon Default. If Lessee defaults under or breaches this Lease, Lessor shall have the right at any time thereafter, without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of the default or breach, to: 1) Terminate Lessee's right to possession of the Horse by self help repossession or any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Horse to Lessor; 2) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state in which the Horse is located. Additionally, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to the cost of recovering possession of the Horse and reasonable attorney's fees and court costs. Any unpaid installments of rent or other sums shall bear interest from the date due at the rate of 15 percent (   %) or the maximum rate permissible under state law.

13. Default by Lessor. Lessor shall not be in default unless Lessor fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after notice by Lessee to Lessor, specifying in what manner Lessor has failed to perform such obligations.

## 14. SURRENDER OF POSSESSION.

On the last day of the Term, or on any sooner termination, Lessee shall surrender the Horse to Lessor in good condition.

## 15. BINDING EFFECT.

Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to the provisions of paragraph, this Lease shall bind the parties, their personal representatives, heirs, successors and assigns.

## 16. LESSOR'S ACCESS.

Lessor and Lessor's agents shall have the right to examine the Horse at reasonable times for the purpose of inspecting, showing to prospective purchasers, as Lessor may deem necessary or desirable.

## 17. TIME OF ESSENCE.

Time is of the essence in the performance of all covenants and conditions of this Lease.

## 18. GENERAL PROVISIONS.

18.1. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18.2 Choice of Law. This Agreement shall be governed by the laws of the State of            MN           . Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in            Anoka            (County)            MN            (State). The parties hereto consent to both venue and jurisdiction.

19.1. Waivers. No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act shall not render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee.

19.2. Covenants and Conditions. Each provision of this Lease to be performed by Lessee shall be deemed both a covenant and a condition.

19.3. Headings, Terms. The headings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. The terms "Lessor" and "Lessee" shall be construed to mean, when required by the context, the directors, officers, employees, invitees, servants and agents of Lessor or Lessee.

19.4. Attorney's Fees. If either party named herein brings an action to enforce the terms of this Lease or to declare rights hereunder, the prevailing party in any such action, on trial, arbitration or appeal, shall be entitled to reasonable attorney's fees to be paid by the losing party as fixed by the court or arbitrator.

19.5. Execution and Delivery. This Lease shall not be binding nor confer any rights

upon either party unless and until executed and mutually delivered by and between both parties.  
**19.6. Relationship of Parties.** This Lease does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of Lessor and Lessee.

**20. ENTIRE AGREEMENT.**

All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This lease may not be modified or amended in any manner except by an instrument in writing executed by the parties.

**21. COUNTERPARTS.**

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All of which together shall be deemed as one and the same instrument. IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

**LESSOR:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Andrea Keacher \_\_\_\_\_

(printed)

**LESSEE:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

(printed)